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Attorneys for Defendants,
 SIGNATURE FLIGHT SUPPORT LLC; SIGNATURE
 FLIGHT SUPPORT CORPORATION; SIGNATURE
 FLIGHT SUPPORT OF NEVADA, INC.

UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEVADA

STARR INDEMNITY AND
 LIABILITY COMPANY, dba STARR
 INSURANCE COMPANIES as
 Subrogee of GLF AIR, LLC., and 60-
 206, LLC,

Plaintiffs,

v.

SIGNATURE FLIGHT SUPPORT
 CORPORATION, a Nevada
 corporation; SIGNATURE FLIGHT
 SUPPORT, LLC, a Nevada limited
 liability company; SIGNATURE
 FLIGHT SUPPORT OF NEVADA,
 INC., a Nevada corporation; DOES I -
 X, inclusive, and ROE
 CORPORATIONS I – X, inclusive

Defendants.

Case No.: 2:22-cv-02011-LRH-CLB

ORDER GRANTING JOINT
 STIPULATION TO CONTINUE
 THE SCHEDULING ORDER
 REGARDING BRIEFING
 SCHEDULE – SECOND
 REQUEST; and PROPOSED
 ORDER

Action Filed: January 31, 2022

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The parties, through their respective counsel, hereby stipulate that good cause exists for the Court to modify the Scheduling Order and continue the briefing schedule by three weeks regarding the parties' cross Motions for Summary Judgment, as follows:

Background of Matter

This matter involves an incident that occurred on or about May 18, 2019, at the Harry Reid International Airport, located in Las Vegas when employees of defendant Signature Flight Support LLC ("SFS"), a Fixed Base Operation ("FBO"), were towing a Citation 650 bearing Federal Aviation Administration ("FAA") Registration No. N820FJ ("Citation") when the wingtip of the Citation made contact with the 2000 Bombardier 60 Learjet, bearing FAA No. N448GL ("Aircraft"), causing damage to the baggage door ("Incident"). At the time of the Incident, the Aircraft was owned by 60-206, LLC and was insured by Starr Indemnity & Liability Company dba Starr Insurance Companies ("Starr").

Prior to the Incident, the Aircraft's pilot allegedly signed SFS's Landing Card while at SFS's FBO, which provided, in part, that "under no circumstances shall Signature be liable to the customer for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as, but not limited to, loss of revenue, loss of use or anticipated profits, diminution or loss of value, or costs associated with substitution or replacement aircraft." As a result of the Incident, Starr alleges that its insureds incurred \$61,277.21 to repair the Aircraft (the "Repair Damages") and \$279,413.23 of other damages for loss of use and rental aircraft expenses ("Other Damages"), all of which were paid by Starr pursuant to the insurance policy for the Aircraft. *See* Plaintiffs' Amended Complaint [ECF No. 1-2] at p. 3-4.

On November 7, 2022, the Court granted the Joint Stipulation for an Order Bifurcating Liability and Damages and Request for Amendment to Discovery and Scheduling Order. [ECF No. 40]. Pursuant to the stipulation, the parties agreed that

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1 they would like to “conduct limited discovery relevant to or reasonably calculated to
2 lead to the discovery of admissible evidence regarding why the Aircraft could not be
3 flown, why repairs to the Aircraft took so long, the preparation and use of the
4 Landing Card, facts regarding the pilot’s execution of the Landing Card, and the
5 enforceability of the terms of the Landing Card.” *Id.* On March 17, 2023, the
6 parties filed the first Stipulation for an Order to Continue the Scheduling Order
7 Regarding Briefing Schedule for an additional sixty (60) days [ECF No. 55]. On
8 March 20, 2023, the Court granted the stipulation [ECF No. 56].

9 The parties have been diligently engaging in discovery and, to date, seven
10 depositions have gone forward. However, during the deposition of GLF Air, LLC,
11 another previously unknown witness, Leonardo Gomez, was identified. This
12 witness likely has relevant information and the parties would like to proceed with
13 his deposition. Additionally, to date, both parties have been unable to serve witness
14 Tomas Gutierrez with a deposition subpoena in order to continue his deposition.
15 For this reason, on June 5, 2023, the parties filed a Stipulation for an Order
16 Allowing Service of Subpoena on Pilot Tomas Rafael Troncone Gutierrez by E-
17 Mail, Text, and Certified Mail [ECF No. 61]. On June 6, 2023, the Court granted
18 the stipulation in part as to service by certified mail and denied in part as to service
19 by e-mail and text [ECF No. 62]. Furthermore, plaintiff has noticed the depositions
20 of one current SFS employee and three former SFS employees, which are set to go
21 forward on June 22, 2023. The parties would like to proceed with these depositions
22 because this discovery is necessary for the Motions for Summary Judgment,
23 however, because plaintiff’s counsel is unavailable from June 12, 2023 to June 20,
24 2023, these depositions necessarily must take place after June 20, 2023. Therefore,
25 the parties agree that good cause exists to extend the briefing schedule by three
26 weeks to allow sufficient time for the depositions to go forward prior to the due date
27 of the cross motions.

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Good Cause Exists for the Court to Continue the Briefing Schedule

The parties hereby stipulate as follows:

WHEREAS, Starr and SFS have been working together in good faith to obtain information and have conducted total of seven depositions to date;

WHEREAS, the discovery identified above is necessary for the Motions for Summary Judgment; and

WHEREAS, the parties agree that additional time is necessary in order to complete discovery and to allow sufficient time for the preparation of the cross motions;

IT IS HEREBY STIPULATED by and between Starr and SFS to request that the Court continue the briefing schedule by three weeks, as follows:

1. The deadline for the Starr and SFS to file cross Motions for Summary Judgment shall be continued from June 27, 2023 to July 18, 2023;

2. The deadline for the parties to file their Oppositions to the cross Motions for Summary Judgment shall be continued from September 1, 2023 to August 25, 2023;

3. The deadline for the parties to file their Replies in support of cross Motions for Summary Judgment shall be continued from September 11, 2023 to October 2, 2023; and

4. All other provisions of the Joint Stipulation for an Order Bifurcating Liability and Damages and Request for Amendment to Discovery and Scheduling

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1 Order remain in effect.

2 IT IS SO STIPULATED.

3 Dated: June 12, 2023

CLYDE & CO US LLP

4
5 Bv: /s/Autumn E. Lewis
DYLAN P. TODD

6 -AND-

7 KEVIN R. SUTHERLAND
8 (Admitted *Pro Hac Vice*)
AUTUMN E. LEWIS
9 (Admitted *Pro Hac Vice*)

10 Attorneys For Defendants,
11 SIGNATURE FLIGHT SUPPORT LLC;
12 SIGNATURE FLIGHT SUPPORT
13 CORPORATION; SIGNATURE FLIGHT
14 SUPPORT OF NEVADA, INC.

15 Dated: June 12, 2023

GORDON REES SCULLY MANSUKHANI, LLP

16 Bv: /s/ Stephen S. Kent¹

STEPHEN S. KENT

Attorneys For Plaintiffs

17 STARR INDEMNITY AND LIABILITY
18 COMPANY, DBA STARR INSURANCE
19 COMPANIES AS SUBROGEE OF GLF AIR,
20 LLC.. AND 60-206. LLC

21 IT IS SO ORDERED.

22 DATED: June 12, 2023.

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UNITED STATES MAGISTRATE JUDGE

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¹ Approval for use of e-signature received via e-mail on June 12, 2023.